

STIPULATION AGREEMENT

THIS AGREEMENT is entered into by the United States Department of Agriculture, Animal and Plant Health Inspection Service (“APHIS”), Animal Care, and Levi E. A. Yoder, with reference to the following facts:

I. At all times mentioned herein, Levi E. A. Yoder was a licensed breeder under the Animal Welfare Act (7 U.S.C. § 2131 *et seq.*) (the “AWA”), and held AWA license 31-A-0167, in connection with the animal facility located at 2290 CR 58, Millersburg, Ohio, 44654.

II. APHIS has documented evidence of Levi E. A. Yoder’s non-compliance with the AWA and the regulations promulgated thereunder (9 C.F.R. § 1.1 *et seq.*), and specifically, has documented evidence of Levi E. A. Yoder’s repeated failure to provide dogs with minimally adequate veterinary care and husbandry as required by section 2.40 of the AWA regulations and standards for the humane handling, care and treatment of dogs (9 C.F.R. §§ 2.40, 3.1-3.11). On March 1, 2011, AWA license number 31-A-0167 was terminated.

III. APHIS has not instituted an administrative enforcement action based on the findings described above in paragraph II.

IV. APHIS and Levi E. A. Yoder have determined to settle the issues related to the potential violations of the AWA and the regulations and standards issued thereunder, as described above.

NOW, THEREFORE, it is agreed as follows:

A. Levi E. A. Yoder admits that the Secretary has jurisdiction in this matter, and waives oral hearing and further procedure.

B. Levi E. A. Yoder consents and agrees to the following:

1. Levi E. A. Yoder agrees not to buy, sell, own, or possess breeding animals. “Breeding animals” include those animals that have not been spayed or neutered and fall under the definition of “animal” contained in the AWA and regulations promulgated thereunder (9 C.F.R. § 1.1).

2. As of March 1, 2011, AWA license number 31-A-0167 is hereby revoked. Levi E. A. Yoder and any partnership, firm, corporation or other legal entity that he controls or in which he has a substantial interest, financial or otherwise, are permanently disqualified from (a) obtaining an Animal Welfare Act license, and (b) engaging in activities governed by the Animal Welfare Act (7 U.S.C. § 2131 *et seq.*) and regulations issued thereunder (9 C.F.R. § 1.1 *et seq.*), either directly or indirectly, on or off 2290 CR 58, Millersburg, Ohio, 44654.

C. Levi E. A. Yoder consents and agrees that his failure to comply with the terms of this Agreement shall automatically void paragraph D below, and that APHIS shall have the right to immediately institute enforcement proceedings against Levi E. A. Yoder based upon the non-compliant items documented at 2290 CR 58, Millersburg, Ohio, 44654, in connection with animal welfare investigation OH10007-AC, and any future violations, and to pursue any and all remedies available to APHIS under the AWA.

D. For and in consideration of Levi E. A. Yoder’s agreements and actions described in paragraph B above, and the promises and admissions of Levi E. A. Yoder set forth herein, APHIS agrees not to institute an administrative or civil enforcement action against Levi E. A. Yoder in connection with the alleged AWA violations documented in animal welfare investigation OH10007-AC.

APHIS and Levi E. A. Yoder warrant and represent that their respective representatives, whose signatures appear below, have the authority to execute this Agreement and to bind each of the parties, respectively, to this Agreement.



Date: _____

U.S. DEPARTMENT OF AGRICUTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICES



Date: _____